

U.S. Department of Energy
and
Brookhaven Science Associates, LLC

ATTACHMENT J.4

APPENDIX D
BUDGET PROGRAM

**Applicable to the Operation of
The Brookhaven National Laboratory**

Contract No. DE-AC02-98CH10886
Modification No. M120

Appendix D

Budget Program

This Appendix implements the clause of this contract entitled, "Long Range Planning, Program Development and Budgetary Administration." The Parties agree that the following procedures will be used on a Government fiscal year basis to establish the Laboratory's work program and budgets.

1. During January - February of each year (or such other date as may be established by DOE), DOE will supply the Contractor with the dollar amounts for the Laboratory contained in the President's budget as well as a set of program assumptions for the budget and accounting policies and procedures to be used in the current budget preparation.
2. Prior to April 1 of each year (or such other date as may be agreed upon), the Contractor will submit to DOE a detailed work program and budget estimate for the next two succeeding fiscal years based on the level of the current year financial plan and the President's Budget, or other program guidance provided by DOE. The Contractor will provide construction project data sheets to DOE for each construction project proposed for the budget year and revisions of the construction project data sheets for other years as necessary for changes in cost estimate, funding, or scope. Prior to submission of the data sheets, DOE will be given an opportunity to review draft construction project data sheets and present the results of that review to the Contractor for consideration in the final data sheets.
3. As soon as possible after October 1 of each year, DOE shall issue to the Laboratory financial plans for the current fiscal year for operations and plant and capital equipment.
4. DOE approval of the work program and budget estimates will be reflected in approved funding programs, prime contract supplements and program letters/authorization, issued to the Contractor as soon as possible after October 1. The approved funding programs specify the funds available for work under the contract for the fiscal year and, in addition, establish obligations and cost limitations for specified individual portions of the work.
5. *An initial* modification to this contract will be executed *by the Parties* on or before November 1 of each fiscal year to provide all or portion of the funding for the current fiscal year, provided that appropriations have been made to DOE at this time, and if not then as soon as possible thereafter. *Subsequent* modifications will be written throughout the fiscal year to increase or decrease the available funding.

6. In order to provide added assurance of continuity of operations, it is the intent of DOE that the funds obligated under this contract be maintained at all times at an adequate level, which shall be defined as funds at least sufficient to provide for an estimated 20 days operating costs and outstanding commitments for each obligational control level as stated in the DOE Control and Reporting Levels. The Contractor will inform DOE when circumstances or DOE actions or proposed actions threaten to reduce any operational control levels below the level indicated in the previous sentence.
7. During the course of the work, DOE will review the work program and its costs based upon information submitted by the Contractor, and may, after consultation with the Contractor, revise the program letters and financial plans established by DOE under paragraph 4 of this Appendix.
8. It is recognized in the maintenance and operation of the Laboratory facilities, the Contractor is obliged to meet various standards and that DOE will make every effort to assure that adequate funds are provided under the contract to enable the Contractor to meet such requirements.